

DEC 15 2010

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**POWER OF ATTORNEY
OR
REVOCATION OF POWER OF ATTORNEY
WITH A NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

| | |
|------------------------|--|
| Application Number | 10/568,409 |
| Filing Date | 09/26/2006 |
| First Named Inventor | Atanas Iliev Lalev |
| Title | Method for detecting transient ligand interactions |
| Art Unit | 1641 |
| Examiner Name | Lum, Leon Yun Bon |
| Attorney Docket Number | 13993-4 |

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☐ I hereby appoint Practitioner(s) associated with the following Customer Number as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

OR

☐ I hereby appoint Practitioner(s) named below as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

| Practitioner(s) Name | Registration Number |
|----------------------|---------------------|
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Please recognize or change the correspondence address for the above-identified application to:

☐ The address associated with the above-mentioned Customer Number.

OR

☐ The address associated with Customer Number:

OR

☒ Firm or Individual Name Atanas Iliev Lalev

Address 49 Schroder Cres.

City Guelph State Ontario Zip N1E 7B3

Country Canada

Telephone (519) 837-9427 Email atanaslalev@sympatico.ca

I am the:


☒ Applicant/Inventor.

OR

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) (Form PTO/SB/96) submitted herewith or filed on _____.

SIGNATURE of Applicant or Assignee of Record

| | | | |
|-------------------|---|-----------|-------------------|
| Signature |  | Date | 09/12/2019 |
| Name | Atanas Iliev Lalev | Telephone | +1 (519) 837-9427 |
| Title and Company | | | |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



Commissioner for Patents,
P.O. Box 1450, Alexandria,
VA 22313-1450, USA

NOTICE OF REVOCATION

Application No. 10/568,409
Filing Date: 09/26/2006
Applicants: Lalev, Atanas Iliev and Greenblatt, Jack Fred.
Examiner: Lum, Leon Yun Bon
Art Unit: 1641
Title: "Method for detecting transient ligand interactions",

Dear Sir,

I, Atanas Lalev, Applicant and Assignee, fully revoke the power of Attorney from Bereskin&Parr Intellectual Property Law Firm, as having power of attorney over Patent Application No. 10/568,409 Title: "Method for detecting transient ligand interactions", Filing Date: 09/26/2006. Please find attached the assignment documents indicating that I am the sole assignee.

Please direct any future correspondence concerning the above mentioned patent application to:

Atanas Lalev
49 Schroder Cres.
Guelph, Ontario, N1E 7B3
Canada

Phone: (519) 837-9427; Email: atanaslalev@sympatico.ca

Most Respectfully:

A handwritten signature in black ink, appearing to read "Lalev".

Dr. Atanas Lalev, Ph.D.,

Dec 9th, 2010, Guelph, Ontario, Canada

THIS ASSIGNMENT AGREEMENT MADE effective this *24th* day of *October*, 2003,
BETWEEN:

PARTY 1, Jack F. Greenblatt, of Banting and Best Department of Medical
Research, University of Toronto, 112 College St., Rm. 210, Toronto, Ontario, Canada M5G 1L6,
Phone: (416) 978-4141. Fax: (416) 978-8528, email: jack.greenblatt@utoronto.ca, (hereinafter
called "Party 1")

- and -

PARTY 2, Atanas I. Lalev, of ap. 202, 225 London Rd W, Guelph ON, N1H 2C6,
E-mail: atanaslalev@sympatico.ca, Phone: (519) 820-3347; home: (519) 827-1024, (hereinafter
called "Party 2")

(collectively called the "Parties")

WHEREAS the Parties created an invention "Novel Method for Detecting Protein-Protein Interactions – Affinity Purification with Switching the Ligand (APSL)" (the "Invention" as more fully described below) subject to the University of Toronto (the "University") Inventions Policy;

AND WHEREAS in accordance with the University Inventions Policy, full right, title and interest in the Invention was assigned by the University to the Parties under an assignment agreement dated *17th October* attached hereto as Appendix A;

AND WHEREAS, the Parties wish to have the Invention developed and commercialized for their mutual benefit and for the benefit of the public and therefore agree for that purpose to have full right, title and interest in the Invention vest in Party 2;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS;

1. DEFINITIONS

- 1.1 "Invention" means the invention known as "Novel Method for Detecting Protein-Protein Interactions – Affinity Purification with Switching the Ligand (APSL)" described in Appendix A attached hereto.
- 1.2 "University Assignment" means the assignment agreement between the University and the Parties attached hereto as Appendix A.
- 1.3 "Aggregate Revenue" shall mean the aggregate of Net Revenue plus Equivalent Revenue as defined in the University Assignment, received by Party 2 directly or indirectly from all rights held by Party 2 in the Invention, less legal and other fees

incurred directly in the process of establishing and maintaining the legal protection of those rights.

2. **ASSIGNMENTS**

- 2.1 Subject to the terms and conditions set out below, Party 1 for himself and for his successors and assigns, hereby sells, assigns and transfers to Party 2 all the right, title, interest and obligations which he now has, or may hereafter has, in the Invention, as assigned to him under the University Assignment.
- 2.2 Party 1 agrees to execute any applications, transfers, assignments and/or such other documents as Party 2 may consider necessary or desirable from time to time for the purpose of obtaining, maintaining or vesting in and/or assigning to Party 2 absolute title to any patents, copyright, integrated circuit topography, industrial design or trade mark registrations for the Invention; or for the purpose of applying for, prosecuting, obtaining or protecting any such patents, copyright, integrated circuit topography, industrial design or trade mark registrations in any and all parts of the world and Party 1 further agrees to cooperate and assist in every way possible in the development of the Invention and the prosecution and protection of any such applications and the rights granted in respect thereof.

3. **CONSIDERATION**

- 3.1 In consideration for this sale, assignment and transfer of the Invention, Party 2 will pay Party 1 50 % of the Aggregate Revenue.
- 3.2 Equivalent Revenue shall be held in trust by Party 2 for Party 1 until such time as the Parties agree to a mutually satisfactory distribution of Equivalent Revenue.
- 3.3 Payment of Net Revenue owing to Party 1 will be made annually by Party 2, within 30 days following each December 31st.
- 3.4 Party 2 shall provide Party 1 and the University with an annual, written report on the Invention, within 30 days following each December 31st. Such report shall include information on research and development, marketing, licensing, patenting and revenue. It is the responsibility of the Parties to keep each other informed of any address changes. All reports for the University shall be addressed to the Assistant Vice-President - Technology Transfer, Room 133-S, Simcoe Hall, University of Toronto, Toronto, Ontario M5S 1A1.

4. **DIRECTION**

- 4.1 Party 1 hereby directs Party 2 to deduct from the amounts owing to them under Section 3 above, and to pay to the University, the "Assignor's Share of Revenue" (as defined in the University Assignment).

5. **LICENSE TO USE**

- 5.1 Notwithstanding the rights granted herein, Party 1 reserves a royalty-free, non-exclusive license to use the Invention for research and educational purposes.

7. TERM AND TERMINATION

- 7.1 The term of this Agreement shall be for the life of any patents directly related to the Invention, unless otherwise terminated in accordance with the provisions herein.
- 7.2 Party 2 may terminate this Agreement without cause by giving 60 days written notice to Party 1 of such termination.
- 7.3 Party 1 may terminate this Agreement upon 60 days written notice to Party 2 if Party 2 is in breach of any of its obligations hereunder, and if Party 2 has not resolved its breach to the satisfaction of Party 1 within the 60 days termination period.
- 7.4 After five years from the effective date of this Agreement, Party 1 may terminate this Agreement upon 90 days written notice to Party 2 if Party 2 has not been successful in furthering the commercial development of the Invention.
- 7.5 In the event of termination under 7.2, 7.3 or 7.4, all rights, title, interest and obligations granted herein shall revert to Party 1 and Party 2 as indicated in the University Assignment.

8. DISPUTE RESOLUTION

- 8.1 The Parties shall use their best efforts to settle in a fair and reasonable manner any disputes arising in connection with this Agreement. Any matter that cannot be settled by the Parties between themselves, shall be first submitted to a mediator chosen jointly by the Parties. In the event that mediation does not bring a resolution satisfactory to each Party within 30 days, the matter shall be submitted to arbitration before a single arbitrator pursuant to the Arbitration Act of Ontario.

9. LIABILITY

- 9.1 Party 2 shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold Party 1, his successors and assigns, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, resulting from use of the Invention for any purpose, or arising from any right or obligation of Party 2 hereunder.
- 9.2 Except as otherwise expressly set forth in this agreement, Party 1 for themselves and his successors and assigns, make no representations and extend no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, validity of rights and interests claims, issued or pending, and the absence of latent or other defects, whether or not discoverable. Nothing in this agreement shall be construed as a representation made or warranty given by Party 1 that the practice by Party 2 of the rights granted

hereunder shall not infringe the rights and interests of any third party. In no event shall Party 1, his successors or assigns, be liable for incidental or consequential damages of any kind, including economic damage or injury to property and lost profits, regardless of whether Party 1 shall be advised, shall have other reason to know, or in fact shall know of the possibility.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the day and date first above written.

Nevan Kroger
Witness:

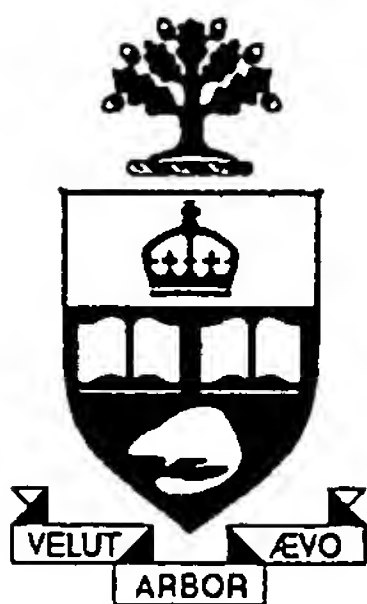
Nevan Kroger
Witness:

Jack F. Hunt
Party 1

Lady
Party 2

Acknowledgement by The Governing Council
of the University of Toronto

Peter B. Munsche
Peter B. Munsche
Assistant Vice-President - Technology Transfer



University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH AND ASSOCIATE PROVOST

ASSIGNMENT OF RIGHTS TO THE UNIVERSITY OF TORONTO BY THE INVENTOR

In consideration of the sum of two dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Atanas Lalev, Jack Greenblatt** and their heirs, executors, administrators and assigns (collectively the "Assignor") hereby sell, assign and transfer to The Governing Council of the University of Toronto, its successors and assigns (collectively the "Assignee") all right, title and interest which the Assignor now has or may hereafter have in an invention described as

Affinity Purification with Switching the Ligand - A Novel Method for Detecting Weak Protein-Protein Interactions

in Appendix A annexed hereto, (the "Invention")

including, without limitation, the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may be issued from any such applications, the right to have any letters patent that have been granted transferred into the name of the Assignee, and the right to sell, license or assign the Invention or the rights thereto.

The Assignor hereby releases the Assignee from any and all manner of claims and demands which the Assignor may now have or may in future have in respect of the Invention or in connection with the patenting, sale or licensing thereof.

Executed at Toronto, Ontario this

day of 24 June, 2003.

Witness

Eduard Nadea

Eduard Nadea

Inventor(s)

Lalev

Atanas Lalev

Jack Greenblatt

Jack Greenblatt



University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH AND ASSOCIATE PROVOST

ASSIGNMENT OF RIGHTS FROM THE UNIVERSITY OF TORONTO

In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, **The Governing Council of the University of Toronto**, its successors and assigns (collectively the "Assignor"), and **Atanas Lalev, Jack Greenblatt** and their heirs, executors, administrators and assigns (collectively the "Assignee") covenant and agree as follows:

1. Definitions

As used in this Assignment, the following terms shall have the following meanings:

- (a) "Net Revenues" shall mean the royalty, licensing and other revenue directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of those rights.
- (b) "Equivalent Revenues" shall mean the fair market value of non-cash consideration directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention.
- (c) "Invention" shall mean the **"Affinity Purification with Switching the Ligand - A Novel Method for Detecting Weak Protein-Protein Interactions"** described in the Confidential Intellectual Property Disclosure annexed hereto as Appendix A. For greater clarity, Invention shall not include any improvements, enhancements, derivatives or other modifications created after the date of execution hereof.
- (d) "Aggregate Revenue" shall mean the aggregate of Net Revenues plus Equivalent Revenues.

2. Assignment of Rights

The Assignor hereby assigns to the Assignee all right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof) which the Assignor now has or may in the future have in the Invention including without limitation all copyrights, trade secrets and the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Invention **subject to the Canadian Institutes for Health Research guidelines, and the Unfunded Collaboration Agreement with Howard Hughes Medical Institute and The Regents of the University of California effective September 27, 2002.**

3. Licence to Use

Notwithstanding the rights granted above, the Assignor shall retain a royalty-free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

4. Consideration for Rights

In consideration of the rights granted the Assignee pursuant to this Assignment, the Assignee agrees to pay the Assignor **25%** of the Aggregate Revenue (the "Assignor's Share of Revenue").

5. Annual Report

The Assignee agrees to provide the Assignor with an annual report on or before the thirtieth day following the anniversary of the execution of this Assignment outlining the patent, license and ownership status of the Invention.

6. Payments

The Assignor's Share of Revenue shall be paid to the Assignor annually on or before the thirtieth day following the anniversary of the execution of this Assignment accompanied by a statement of the Net Revenues and Equivalent Revenues received by the Assignee during the previous twelve months and a computation of the Assignor's Share of Revenue. The Assignor's Share of Revenue, as and when received by the Assignee, shall be deemed to be held by the Assignee in trust for the Assignor until such time as it is paid in full to the Assignor.

7. Accounting Records

The Assignee agrees to maintain proper accounting records in respect of the Net Revenues and Equivalent Revenues received for the Invention. The Assignor and/or its representatives shall have the right once each year at the Assignor's expense to inspect and make copies of such books and accounting records (the "Records"). If following such inspection the Aggregate Revenue is found to have been understated by more than 5%, then the Assignee shall pay the costs of such inspection provided that such understatement had not been uncovered and corrected by the Assignee. In the event that the Assignee fails to maintain satisfactory Records according to generally accepted accounting principles, the Assignor shall have the right without the Assignee's consent to engage at the Assignee's expense a firm of chartered accountants (the "Accountants") for the purpose of maintaining the Records. In fulfilling their responsibilities, the Accountants may notify any interested person to direct to the Accountants any Net Revenues and Equivalent Revenues and the Accountants may deduct their fees in respect of their services from the share of the Aggregate Revenue payable to the Assignee.

8. Indemnity

The Assignee agrees to indemnify and save the Assignor harmless from and against any loss arising out of or pursuant to any claims or demands in connection with the Invention and all costs, damages and expenses (including reasonable legal fees) incurred by the Assignor in connection therewith except where such claims or demands arise from the University's use of the Invention under Section 3 herein.

9. Release

Save and except for the right to enforce the terms contained in this Assignment, the Assignor releases the Assignee from any and all claims that the Assignor may now have or may in future have in respect of the Invention.

10. Consent to Further Assignment

Notwithstanding anything in this Assignment, the Assignee shall not assign or license any or all of the Assignee's rights to the Invention, or amend any such agreements, without the prior written consent of the Assignor, such consent not to be unreasonably withheld.

11. Use of Name

The Assignee shall not use the name of the Assignor or any part thereof nor any modification or abbreviation thereof or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the prior express written consent of the Assignor.

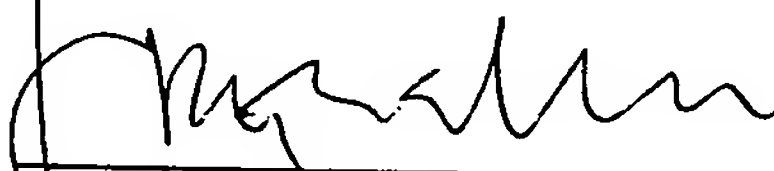
12. Titles

Paragraph titles in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment.

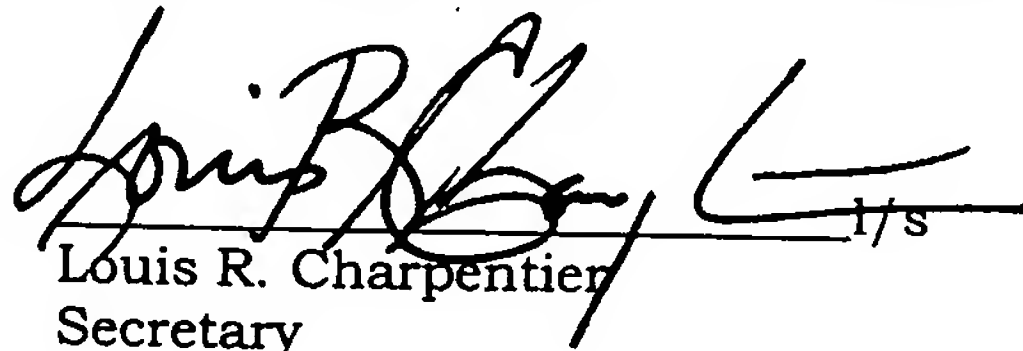
Executed at Toronto, Ontario this

2nd day of July 1st 2003

**The Governing Council of the
University of Toronto**



John R.G. Challis, F.R.S.C.
Vice-President, Research and Associate Provost



Louis R. Charpentier
Secretary

Witness

Edward Nedea

Edward Nedea

Inventor(s)

Lalev
Atanas Lalev

Jack Greenblatt
Jack Greenblatt